

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

MAIN STREET MERCHANT SERVICES INC.,

Plaintiff,

-against-

**HEYBURN, LLC, FRANCIS STREET INVESTORS,
LLC, LITTLE TACOMA CONSTRUCTION, LLC AND
PETER M. PERRIN,**

Defendants.

Index No.:

Date Purchased:

SUMMONS

Plaintiff's address is
360 Motor Parkway, Suite 200B
Hauppauge NY 11788

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorney, at the address stated below, an answer to the attached complaint. If this summons was personally delivered upon you in the State of New York, the answer must be served within twenty days after such service of the summons, excluding the date of service. If the summons was not personally delivered to you within the State of New York, the answer must be served within thirty days after service of the summons is complete as provided by law.

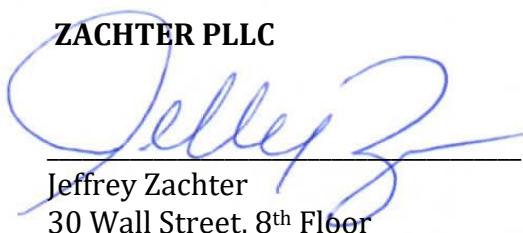
If you do not serve an answer to the attached complaint within the applicable time limitation stated above, a judgment may be entered against you, by default, for the relief demanded in the complaint, without further notice to you.

The place of venue is KINGS County pursuant to the Contract entered into between the parties.

Dated: New York, New York
April 28, 2025

BY:

ZACHTER PLLC


Jeffrey Zachter
30 Wall Street, 8th Floor
New York, New York 10005
(646) 779-3294

Mail To:

2 University Plaza, Suite 205
Hackensack, New Jersey 07601
(201) 500-6576

Defendants to be served:

Heyburn, LLC ,
305 SE 3rd Ave. Ste 304
Portland, OR 97214

Heyburn, LLC ,
7201 SE 28th Ave.
Portland, OR 97202

Heyburn, LLC ,
P.O. Box 82004,
Portland, OR

Francis Street Investors, LLC,
7201 SE 28th Ave.
Portland, OR 97202

Francis Street Investors, LLC,
305 SE 3rd Ave. Ste 304
Portland, OR 97214

Francis Street Investors, LLC,
P.O. Box 82004,
Portland, OR

Little Tacoma Construction, LLC
305 SE 3rd Ave. Ste 304
Portland, OR 97214

Little Tacoma Construction, LLC
7201 SE 28th Ave.
Portland, OR 97202

Little Tacoma Construction, LLC
P.O. Box 82004,
Portland, OR

Peter M. Perrin
P.O. Box 82004,
Portland, OR

Peter M. Perrin
305 SE 3rd Ave. Ste 304
Portland, OR 97214

Peter M. Perrin
7201 SE 28th Ave.
Portland, OR 97202

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Defendants.

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COMPLAINT

Plaintiff Main Street Merchant Services Inc. ("Plaintiff"), by its attorneys, Zachter PLLC, for its complaint herein against Heyburn, LLC, Francis Street Investors, LLC, Little Tacoma Construction, LLC ("Company Defendants"), and Peter M. Perrin ("Guarantor") (Company Defendants and Guarantor collectively "Defendants"), alleges as follows:

The Parties

1. At all relevant times, Plaintiff was and is a Limited Liability Company organized and existing under the laws of the State of New York.
2. Upon information and belief, at all relevant times, Company Defendants were and are companies organized and existing under the laws of the State of OR.
3. Upon information and belief, at all relevant times, Guarantor was and is an individual residing in the State of OR.

The Facts

4. On or about January 15, 2025, Plaintiff and Defendants entered into an agreement (the "Agreement") whereby Plaintiff agreed to purchase all rights to Company Defendants' future receivables having an agreed upon value of \$97,930.

5. Pursuant to the Agreement, Company Defendants agreed to have one bank account approved by Plaintiff (the "Bank Account") from which Company Defendants authorized Plaintiff to make daily ACH withdrawals until \$97,930 was fully paid to Plaintiff.

6. In addition, Guarantor agreed to guarantee any and all amounts owed to Plaintiff from Company Defendants upon a breach in performance by Company Defendants.

7. Plaintiff remitted the purchase price for the future receivables to Company Defendants as agreed. Initially, Company Defendants met their obligations under the Agreement.

8. Company Defendants stopped making their payments to Plaintiff and otherwise breached the Agreement by intentionally impeding and preventing Plaintiff from making the agreed upon ACH withdrawals from the Bank Account while conducting regular business operations.

9. Company Defendants made payments totaling \$33,663.41, leaving a balance of \$64,266.59. In addition, pursuant to paragraph 3(d) in Rider 1 of the Agreement, Company Defendants incurred a blocked account fee in the amount of \$5,000.

10. Despite due demand, Company Defendants have failed to pay the amounts due and owing by Company Defendants to Plaintiff under the Agreement.

11. Additionally, Guarantor is responsible for all amounts incurred as a result of any default of the Company Defendants.

12. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$69,266.59, plus interest, costs, disbursements and attorney's fees.

AS AND FOR THE FIRST CAUSE OF ACTION
(Breach of Contract)

13. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 12 of this complaint as though fully set forth at length herein.

14. Plaintiff gave fair consideration to Company Defendants which were tendered for the right to receive the aforementioned receivables. Accordingly, Plaintiff fully performed under the Agreement.

15. Upon information and belief, Company Defendants are still conducting regular business operations and still collecting receivables.

16. Company Defendants have materially breached the Agreement by failing to make the specified payment amount to Plaintiff as required under the Agreement and otherwise intentionally impeding and preventing Plaintiff from receiving the proceeds of the receivables purchased by them.

17. Upon information and belief, Company Defendants have also materially breached the Agreement by using more than one depositing bank account which has not been approved by Plaintiff.

18. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$69,266.59, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A SECOND CAUSE OF ACTION
(Personal Guarantee)

19. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 18 of this complaint as though fully set forth at length herein.

20. Pursuant to the Agreement, Guarantor personally guaranteed that Company Defendants would perform their obligations thereunder and that they would be personally

liable for any loss suffered by Plaintiff as a result of a breach by Company Defendants.

21. Company Defendants have breached the Agreement as detailed above.

22. By reason of the foregoing, Plaintiff is entitled to judgment against Guarantor based on his or her personal guarantee in the sum of \$69,266.59, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A THIRD CAUSE OF ACTION
(Unjust Enrichment)

23. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 22 of this complaint as though fully set forth at length herein.

24. Defendants have been unjustly enriched in that they have received the purchase price for the future receivables, yet have failed to pay the sum of \$69,266.59 pursuant to the Agreement.

25. By reason of the foregoing, Plaintiff is entitled to judgment against the Defendants for unjust enrichment in the amount of \$69,266.59, plus interest, costs, disbursements and attorney's fees.

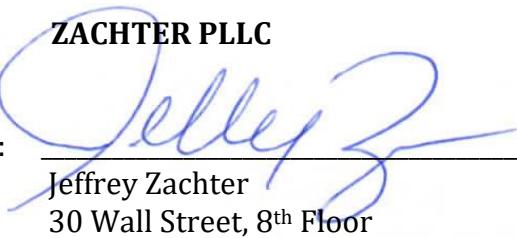
WHEREFORE, plaintiff Main Street Merchant Services Inc., requests judgment against defendants Heyburn, LLC, Francis Street Investors, LLC, Little Tacoma Construction, LLC and Peter M. Perrin as follows:

- (i) on the first cause of action of the complaint, Plaintiff request judgment against Company Defendants in the amount of \$69,266.59, plus interest, costs, disbursements and attorney's fees;
- (ii) on the second cause of action of the complaint, Plaintiff request judgment against Guarantor in the amount of \$69,266.59, plus interest, costs, disbursements and attorney's fees;

(iii) on the third cause of action of the complaint, Plaintiff requests judgment against Company Defendants and Guarantor in an amount of \$69,266.59, plus interest, costs, disbursements and attorney's fees;

(iv) for such other and further relief as this Court deems just and proper.

Dated: New York, New York
April 28, 2025

By: 
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